

FILED  
Superior Court of California  
County of Los Angeles

NOV 07 2018

Sheri K. Cantor, Executive Officer/Clerk

By Cristina Hidalgo, Deputy  
Cristina Hidalgo

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Attorneys for Plaintiff  
YOBANI ISIDRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

YOBANI ISIDRO, an individual,

Plaintiff,

vs.

UNITED BUSINESS FREIGHT  
FORWARDERS LLC, a New Jersey limited  
liability corporation, and DOES 1 through 50,  
inclusive,

Defendants.

Case No. **18STCV04136**

COMPLAINT FOR DAMAGES

1. DISCRIMINATION IN VIOLATION OF THE  
FEHA – GOVT. CODE § 12940 ET SEQ.;
2. RETALIATION IN VIOLATION OF THE  
FEHA – GOVT. CODE § 12940 ET SEQ.;
3. FAILURE TO PREVENT DISCRIMINATION  
AND RETALIATION IN VIOLATION OF THE  
FEHA – GOVT. CODE § 12940 ET SEQ.
4. RETALIATION IN VIOLATION OF LABOR  
CODE § 1102.5;
5. WRONGFUL TERMINATION IN VIOLATION  
OF PUBLIC POLICY

[DEMAND FOR JURY TRIAL]

By fax

1 Plaintiff Yobani Isidro ("Plaintiff") hereby brings this Complaint against Defendant United  
2 Business Freight Forwarders LLC (the "Company" or "Defendant") and Does 1 through 50, inclusive,  
3 and alleges the following on knowledge as to himself and his known acts, and on information and  
4 belief as to all other matters:

5 **I.**

6 **PARTIES**

7 1. At all material times mentioned herein, Plaintiff was an individual performing work for  
8 Defendant United Business Freight Forwarders LLC within Los Angeles County. The unlawful  
9 conduct alleged herein occurred in Los Angeles County. Plaintiff is, and at all relevant times mentioned  
10 herein was, a resident of Los Angeles County.

11 2. At all material times mentioned herein, the Company was a New Jersey limited liability  
12 corporation.

13 3. At the relevant times mentioned herein, the Company was an "employer" of Plaintiff as  
14 such term is defined under California Government Code sections 12926(d) in that it regularly  
15 employed five or more persons. Therefore, the Company was subject to the Fair Employment Housing  
16 Act (the "FEHA").

17 4. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
18 DOES 1 through 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff  
19 will amend this Complaint to allege the true names and capacities of such Defendants when the same  
20 has been ascertained. Each of the fictitiously named Defendants is responsible in some manner for the  
21 acts complained of herein. Unless otherwise stated, all references to named Defendants shall include  
22 DOE Defendants as well.

23 **II.**

24 **JURISDICTION AND VENUE**

25 5. Jurisdiction and venue are proper in this Court because all of the claims alleged herein  
26 arose in Los Angeles County and all of the Defendants were and/or are residents of Los Angeles  
27 County or are doing or did business in Los Angeles County, and/or their principal place of business is  
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1 in Los Angeles County, in each case, at all times relevant herein.

2 6. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of  
3 interest and costs.

4 **III.**

5 **FACTUAL ALLEGATIONS**

6 7. Plaintiff worked for the Company as a driver from in or about January 2018 to May  
7 2018. Plaintiff was based out of the Company's center located at 5829 Smithway Street, Los Angeles,  
8 California (the "Smithway Center"). Plaintiff's schedule, hours, and various work messages were  
9 communicated to him via text message from the Company's dispatch team, Jen (last name unknown)  
10 and Geo (last name unknown). Plaintiff also received weekly emails from a Company manager, Ivan  
11 Mercado, setting forth the schedule for drivers working out of the Smithway Center. At the time of his  
12 termination, Plaintiff earned \$14.00 per hour.

13 8. The Company provides delivery services for Amazon through a fleet of drivers and  
14 delivery vehicles. Drivers are responsible for loading packages into his or her assigned vehicle, fueling  
15 the vehicle as necessary, and delivering 40 to 50 packages per hour. Consistent with these rigorous  
16 delivery goals, the Company advertises driver positions for "candidates who enjoy working in a fast-  
17 paced environment." In practice, the Company's "fast-paced environment" subjects drivers to  
18 deplorable conditions in which they are not given time to use the restroom, take breaks, or take lunch;  
19 they are instructed not to stop to use the restroom; they are expected to urinate into bottles while  
20 making deliveries; they are instructed not to wear seatbelts to maximize their delivery rate; and they  
21 are taught how to trick vehicle sensors into registering that the driver is wearing a seatbelt.

22 9. Not surprisingly, the delivery vehicles reek of urine because drivers are forced to follow  
23 Company policy and relieve themselves in bottles rather than risk their delivery rates by taking the  
24 time to use a restroom facility. These bottles of urine are frequently left in the vehicles for drivers to  
25 find in ensuing shifts, and are littered around the facility in which drivers pick up their delivery vehicle  
26 for the day. Plaintiff frequently found bottles of urine in his assigned vehicle and complained about this  
27 with his coworkers, including Jose Ceja. Finding the practice of urinating into bottles unsanitary and  
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1 hazardous to his and others' health, Plaintiff refused to do so.

2 10. Due to the Company's rigorous delivery rate requirements, Plaintiff was consistently  
3 unable to take rest breaks or lunch breaks. Although Plaintiff complained about this to one of the  
4 dispatchers, the Company did nothing to ensure that he could take breaks and did not pay him for the  
5 numerous breaks he had to work through. On or about March 4, 2018, the Company texted Plaintiff his  
6 hours and he realized that he was not being paid for the lunch breaks he was being forced to work  
7 through. Plaintiff asked about this discrepancy, stating, "We don't get paid the 30 min for lunch?" to  
8 which the dispatcher responded, "No. You're always supposed to take your lunch." Accordingly,  
9 Plaintiff found himself in a work environment in which he was forced to routinely skip lunch and rest  
10 breaks, notwithstanding his complaints.

11 11. From the inception of Plaintiff's employment with the Company, he was criticized for  
12 being "too slow." The Company's dispatch team frequently admonished Plaintiff to pick up his pace,  
13 texting things like, "Pick up the pace you are falling behind," "Pick it up bro you are falling behind,"  
14 or "You are falling behind whats [sic] going on." When Plaintiff explained that one reason for his slow  
15 delivery rate was needing to stop and use the restroom, the dispatchers simply ignored him or were  
16 visibly angry with him when he returned from his shift. As a result, even though Plaintiff was hired to  
17 work four days per week, he was only assigned three shifts per week because he was "too slow."

18 12. On or about April 7, 2018, Plaintiff suffered an injury to his left ankle while working.  
19 Specifically, as Plaintiff was exiting the vehicle to deliver a package, he stepped into a pothole and  
20 sprained his ankle. As a result of this injury, Plaintiff filed a workers' compensation claim and had to  
21 undergo physical therapy, wear a leg brace, take prescription pain medication, and was placed off work  
22 until May 30, 2018.

23 13. When Plaintiff tried to return to work, he met with the site manager, Jorge Reynoso.  
24 Plaintiff gave Reynoso a copy of his return-to-work note and asked why he was no longer on the  
25 schedule. Reynoso told Plaintiff it was because he had "been off for a month," and said he would call  
26 him in two weeks. While Plaintiff never received any termination paperwork from the Company, his  
27 employment was clearly terminated following this meeting. Reynoso never called Plaintiff to instruct  
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1 him to return to work, and Plaintiff was never again put on the schedule to work, whether by text or by  
2 email. Indeed, whereas previously Plaintiff received weekly emails setting forth the schedules for  
3 drivers, he stopped receiving these emails after May 26, 2018.

#### 4 **Managing Agents**

5 14. The Company's conduct, as described in paragraphs 7-13 above, was performed or  
6 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
7 Mercado, Geo (last name unknown), and Jen (last name unknown) (collectively, the "Managing  
8 Agents"). The Managing Agents were each responsible for overseeing a substantial portion of the  
9 Company's business operations, and each exercised substantial discretionary authority over vital  
10 aspects of such operations including making significant decisions that affect the Company's internal  
11 policies. The Managing Agents engaged in malicious, fraudulent, and oppressive conduct that justifies  
12 an award of punitive damages.

13 15. In committing the foregoing acts as set forth above in paragraphs 7-13 above, the  
14 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful discrimination,  
15 retaliation and wrongful termination.

16 16. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
17 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
18 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
19 the law and Plaintiff's rights.

20 17. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
21 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
22 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
23 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
24 wellbeing.

1 IV.

2 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

3 18. Prior to the initiation of this lawsuit, Plaintiff filed a complaint against each named  
4 defendant with the California Department of Fair Employment and Housing ("DFEH") pursuant to  
5 Government Code section 12900 et seq., alleging the claims described in this Complaint. On  
6 November 7, 2018, the DFEH issued a "right to sue" letter. True and correct copies of the complaint  
7 and the "right to sue" letter are attached collectively hereto as **Exhibit A**. All conditions precedent to  
8 the institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the  
9 DFEH issued its right to sue letter.

10 V.

11 **FIRST CAUSE OF ACTION**

12 **(Discrimination in Violation of the FEHA)**

13 **(On Behalf of Plaintiff Against the Company)**

14 19. Plaintiff realleges and incorporates by reference paragraphs 1-18, inclusive, of this  
15 Complaint as though fully set forth herein.

16 20. As set forth more fully above, Plaintiff suffered from a disability during his  
17 employment with the Company. Specifically, Plaintiff sprained his left ankle, required subsequent  
18 physical therapy and was placed off work through May 30, 2018. This limited his ability to perform  
19 major life activities including, but not limited to, his ability to work, sleep and exercise.

20 21. The Company was made aware of Plaintiff's disability on an ongoing basis  
21 commencing on or about April 7, 2018.

22 22. The Company discriminated against Plaintiff based in part on his disability by, among  
23 other things, terminating Plaintiff's employment.

24 23. As a proximate result of the County's conduct, Plaintiff suffered and continues to suffer  
25 damages in terms of medical expenses and other pecuniary loss according to proof. Plaintiff has also  
26 suffered and will continue to suffer physical and emotional injuries, including nervousness,  
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1 humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety.

2 The amount of Plaintiff's damages will be ascertained at trial.

3         24.     The Company's conduct, as described in paragraphs 7-13 above, was performed or  
4 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
5 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
6 responsible for overseeing a substantial portion of the Company's business operations, and each  
7 exercised substantial discretionary authority over vital aspects of such operations including making  
8 significant decisions that affect the Company's internal policies. The Managing Agents engaged in  
9 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

10         25.     In committing the foregoing acts as set forth above in paragraphs 7-13 above, the  
11 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful discrimination,  
12 retaliation and wrongful termination.

13         26.     In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
14 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
15 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
16 the law and Plaintiff's rights.

17         27.     In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
18 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
19 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
20 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
21 wellbeing.

22         28.     The FEHA provides for an award of reasonable attorneys' fees and costs incurred by a  
23 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue  
24 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will  
25 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and  
26 costs.





1 retaliation and wrongful termination.

2 36. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
3 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
4 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
5 the law and Plaintiff's rights.

6 37. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
7 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
8 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
9 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
10 wellbeing.

11 38. The FEHA provides for an award of reasonable attorneys' fees and costs incurred by a  
12 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue to  
13 employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will continue  
14 to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and costs.

15 39. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
16 Court.

17 **VII.**

18 **THIRD CAUSE OF ACTION**

19 **(Failure to Prevent Discrimination and Retaliation in Violation of the FEHA)**

20 **(On Behalf of Plaintiff Against the Company)**

21 40. Plaintiff realleges and incorporates by reference paragraphs 1-39, inclusive, of this  
22 Complaint as though fully set forth herein.

23 41. California Government Code section 12940(k) makes it an unlawful employment  
24 practice for an employer to "fail to take all reasonable steps to prevent discrimination and harassment  
25 [and retaliation] from occurring." California courts have held that a plaintiff seeking to recover  
26 damages based on a claim for failure to prevent discrimination and/or retaliation must show that the  
27 plaintiff was subjected to discrimination and/or retaliation, the defendant employer failed to take all  
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1 reasonable steps to prevent discrimination and/or retaliation, and this failure caused plaintiff to suffer  
2 injury, damage, loss or home. *See, e.g., Leland v. City & Cnty. of San Francisco*, 576 F. Supp. 2d 1079,  
3 1103 (N.D. Cal. 2008); *Adetuyi v. City and County of San Francisco*, 2014 WL 3885874, at \*1, \*14  
4 (N.D. Cal. 2014); *Vierria v. California Highway Patrol*, 644 F. Supp. 2d 1219 (E.D. Cal. 2009).

5 42. As set forth more fully above, the Company discriminated against Plaintiff based in part  
6 on his disability by, among other things, terminating his employment.

7 43. The Company also retaliated against Plaintiff for requesting the accommodation of a  
8 medical leave.

9 44. Accordingly, the County also violated Government Code section 12940(k) by failing to  
10 prevent that discrimination and retaliation against Plaintiff.

11 45. As a proximate result of the County's conduct, Plaintiff suffered and continues to suffer  
12 damages in terms of medical expenses and other pecuniary loss according to proof. Plaintiff has also  
13 suffered and will continue to suffer physical and emotional injuries, including nervousness,  
14 humiliation, depression, anguish, embarrassment, fright, shock, pain, discomfort, fatigue, and anxiety.  
15 The amount of Plaintiff's damages will be ascertained at trial.

16 46. The Company's conduct, as described in paragraphs 7-13 above, was performed or  
17 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
18 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
19 responsible for overseeing a substantial portion of the Company's business operations, and each  
20 exercised substantial discretionary authority over vital aspects of such operations including making  
21 significant decisions that affect the Company's internal policies. The Managing Agents engaged in  
22 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

23 47. In committing the foregoing acts as set forth above in paragraphs 7-13 above, the  
24 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful discrimination,  
25 retaliation and wrongful termination.

26 48. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
27 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
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1 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
2 the law and Plaintiff's rights.

3 49. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
4 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
5 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
6 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
7 wellbeing.

8 50. The FEHA provides for an award of reasonable attorneys' fees and costs incurred by a  
9 prevailing plaintiff in an action brought under its provisions. Plaintiff has employed and will continue  
10 to employ attorneys for the initiation and prosecution of this action. Plaintiff has incurred and will  
11 continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an award of attorneys' fees and  
12 costs.

13 51. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
14 Court.

15 **VIII.**

16 **FOURTH CAUSE OF ACTION**

17 **(Retaliation in Violation of Labor Code § 1102.5)**

18 **(On Behalf of Plaintiff Against the Company)**

19 52. Plaintiff realleges and incorporates by reference paragraphs 1-51, inclusive, of this  
20 Complaint as though fully set forth herein.

21 53. California Labor Code section 1102.5(b) prohibits an employer from retaliating against  
22 an employee for "disclosing information . . . to a person with authority over the employee . . . if the  
23 employee has reasonable cause to believe the information discloses a violation of state or federal  
24 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Cal. Lab.  
25 Code § 1102.5(b).

26 54. California Labor Code section 1102.5(c) prohibits an employer from retaliating against  
27 an employee for "refusing to participate in an activity that would result in a violation of state or federal  
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1 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.” Cal. Lab.  
2 Code § 1102.5(c).

3 55. As set forth in paragraphs 7-13 above, Plaintiff repeatedly disclosed information that he  
4 had reasonable cause to believe constituted a violation of state or federal law, including California  
5 Labor Code § 512 (“Meal periods; requirements . . .”) and Industrial Welfare Commission Order No. 9-  
6 2001 (“Transportation Industry”). Plaintiff also refused to participate in certain illegal conduct,  
7 including creating a hazardous work environment by urinating into bottles in the Company’s delivery  
8 vehicles. In response, the Company refused to assign Plaintiff to a fulltime schedule and terminated his  
9 employment. The Company’s conduct therefore constituted unlawful retaliation on account of  
10 Plaintiff’s protected activity in violation of California Labor Code section 1102.5(b) and (c).

11 56. As a proximate result of the conduct of the Company, Plaintiff has suffered and will  
12 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss  
13 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional  
14 injuries, including nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright,  
15 shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff’s damages will be ascertained at  
16 trial.

17 57. The Company’s conduct, as described in paragraphs 7-13 above, was performed or  
18 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
19 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
20 responsible for overseeing a substantial portion of the Company’s business operations, and each  
21 exercised substantial discretionary authority over vital aspects of such operations including making  
22 significant decisions that affect the Company’s internal policies. The Managing Agents engaged in  
23 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

24 58. In committing the foregoing acts as set forth above in paragraphs 7-13 above, the  
25 Managing Agents willfully disregarded Plaintiff’s right to be free from unlawful discrimination,  
26 retaliation and wrongful termination.

27 59. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
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1 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
2 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
3 the law and Plaintiff's rights.

4 60. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
5 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
6 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
7 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
8 wellbeing.

9 61. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
10 Court.

11 **IX.**

12 **FIFTH CAUSE OF ACTION**

13 **(Wrongful Termination in Violation of Public Policy)**

14 **(On Behalf of Plaintiff Against the Company)**

15 62. Plaintiff realleges and incorporates by reference paragraphs 1-61, inclusive, of this  
16 Complaint as though fully set forth herein.

17 63. The Company terminated Plaintiff's employment in violation of important and well-  
18 established public policies, set forth in various state statutes and provisions including, but not limited  
19 to, the FEHA and California Labor Code sections 1102.5 and 132a ("Discrimination against workers  
20 injured in course of employment . . .").

21 64. As a proximate result of the conduct of the Company, Plaintiff has suffered and will  
22 continue to suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss  
23 according to proof. Plaintiff has also suffered and will continue to suffer physical and emotional  
24 injuries, including nightmares, nervousness, humiliation, depression, anguish, embarrassment, fright,  
25 shock, pain, discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at  
26 trial.

27 65. The Company's conduct, as described in paragraphs 7-13 above, was performed or  
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1 ratified by managing agents of the Company, including, but not limited to, Jorge Reynoso, Ivan  
2 Mercado, Geo (last name unknown), and Jen (last name unknown). The Managing Agents were each  
3 responsible for overseeing a substantial portion of the Company's business operations, and each  
4 exercised substantial discretionary authority over vital aspects of such operations including making  
5 significant decisions that affect the Company's internal policies. The Managing Agents engaged in  
6 malicious, fraudulent, and oppressive conduct that justifies an award of punitive damages.

7 66. In committing the foregoing acts as set forth above in paragraphs 7-13 above, the  
8 Managing Agents willfully disregarded Plaintiff's right to be free from unlawful discrimination,  
9 retaliation and wrongful termination.

10 67. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
11 Agents acted despicably and subjected Plaintiff to cruel and unjust hardship in conscious disregard for  
12 his rights under California law. The Managing Agents' conduct demonstrates a callous indifference for  
13 the law and Plaintiff's rights.

14 68. In committing the foregoing acts as set forth in paragraphs 7-13 above, the Managing  
15 Agents intended to cause emotional and financial injury to Plaintiff. Specifically, the Managing Agents  
16 terminated Plaintiff's employment unlawfully with the intent to cause him severe emotional distress, or  
17 at least without regard for the consequences on Plaintiff's career, livelihood, and his emotional  
18 wellbeing.

19 69. Plaintiff has been generally damaged in an amount within the jurisdictional limits of this  
20 Court.

21 X.

22 **PRAYER FOR RELIEF**

23 1. For general damages, including emotional distress damages, according to proof on each  
24 cause of action for which such damages are available.

25 2. For special damages, according to proof on each cause of action for which such  
26 damages are available.

27 3. For compensatory damages, including emotional distress damages, according to proof  
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1 on each cause of action for which such damages are available.

2 4. For punitive damages, according to proof on each cause of action for which such  
3 damages are available.

4 5. For a statutory penalty not exceeding \$10,000 pursuant to Labor Code sections  
5 1102.5(f) and 1105.

6 6. For prejudgment interest and post-judgment interest according to law.

7 7. For reasonable attorneys' fees incurred in this action pursuant to the FEHA.

8 8. For costs of suit incurred in this action.

9 9. For such other and further relief that the Court deems proper and just.

10 Dated: November 7, 2018

RISE LAW FIRM, PC

11 By: 

12 JANA M. MOSER  
13 MEGHAN K. MAHER

14 Attorneys for Plaintiff YOBANI ISIDRO  
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1 DEMAND FOR JURY TRIAL

2 Plaintiff Yobani Isidro hereby demands a trial by jury on all causes of action alleged herein in  
3 the Complaint for Damages.

4 Dated: November 7, 2018

RISE LAW FIRM, PC

6 By: 

JANAM. MOSER  
MEGHAN K. MAHER

8 Attorneys for Plaintiff YOBANI ISIDRO



**EXHIBIT A**

# EXHIBIT A



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | email: [contact.center@dfef.ca.gov](mailto:contact.center@dfef.ca.gov)

November 7, 2018

Jana Moser  
5900 Wilshire Blvd., Suite 2600  
Los Angeles, California 90036

RE: **Notice to Complainant's Attorney**  
DFEH Matter Number: 201811-04156507  
Right to Sue: Isidro / United Business Freight Forwarders LLC

Dear Jana Moser:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

November 7, 2018

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 201811-04156507

Right to Sue: Isidro / United Business Freight Forwarders LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing

11/7/2018 1:00 PM



## DEPARTMENT OF FAIR EMPLOYMENT &amp; HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711  
<http://www.dfeh.ca.gov> | email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

DIRECTOR KEVIN KISH

November 7, 2018

Yobani Isidro

RE: **Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 201811-04156507  
Right to Sue: Isidro / United Business Freight Forwarders LLC

Dear Yobani Isidro,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective November 7, 2018 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

COMPLAINT OF EMPLOYMENT DISCRIMINATION  
BEFORE THE STATE OF CALIFORNIA  
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
Under the California Fair Employment and Housing Act  
(Gov. Code, § 12900 et seq.)

In the Matter of the Complaint of  
Yobani Isidro

DFEH No. 201811-04156507

Complainant,

vs.

United Business Freight Forwarders LLC  
669 Division Street  
Elizabeth, New Jersey 07201

Respondents

1. Respondent **United Business Freight Forwarders LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Yobani Isidro**, resides in the City of State of .

3. Complainant alleges that on or about **May 30, 2018**, respondent took the following adverse actions:

**Complainant was discriminated against** because of complainant's disability (physical or mental) and as a result of the discrimination was terminated, suspended, demoted, denied a work environment free of discrimination and/or retaliation, denied any employment benefit or privilege, denied reasonable accommodation for a disability, denied work opportunities or assignments.

**Complainant experienced retaliation** because complainant requested or used a disability-related accommodation and as a result was terminated, suspended, demoted, denied a work environment free of discrimination and/or retaliation, denied any employment benefit or privilege, failed to give equal considerations in making employment decisions, denied reasonable accommodation for a disability.

**Additional Complaint Details:** Plaintiff worked for the Company as a driver from in or about January 2018 to May 2018. Plaintiff was based out of the Company's center

1 located at 5829 Smithway Street, Los Angeles, California (the "Smithway Center").  
2 On or about April 7, 2018, Plaintiff suffered an injury to his left ankle while working.  
3 Specifically, as Plaintiff was exiting the vehicle to deliver a package, he stepped into  
4 a pothole and sprained his ankle. As a result of this injury, Plaintiff had to undergo  
5 physical therapy, wear a leg brace, take prescription pain medication, and was  
6 placed off work until May 30, 2018.

7 When Plaintiff tried to return to work, he met with the site manager, Jorge Reynoso.  
8 Plaintiff gave Reynoso a copy of his return-to-work note and asked why he was no  
9 longer on the schedule. Reynoso told Plaintiff it was because he had "been off for a  
10 month," and said he would call him in two weeks. While Plaintiff never received any  
11 termination paperwork from the Company, his employment was clearly terminated  
12 following this meeting. Reynoso never called Plaintiff to instruct him to return to  
13 work, and Plaintiff was never again put on the schedule to work, whether by text or  
14 by email. Indeed, whereas previously Plaintiff received weekly emails setting forth  
15 the schedules for drivers, he stopped receiving these emails after May 26, 2018.

1 VERIFICATION

2 I, **Jana M. Moser**, am the **Attorney** in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The matters alleged are based  
4 on information and belief, which I believe to be true.

5 On November 7, 2018, I declare under penalty of perjury under the laws of the State  
6 of California that the foregoing is true and correct.

7 **Los Angeles, California**  
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